*Noted Mr*

CA2 ALED 770

1973B51

c.2

INQUIRY

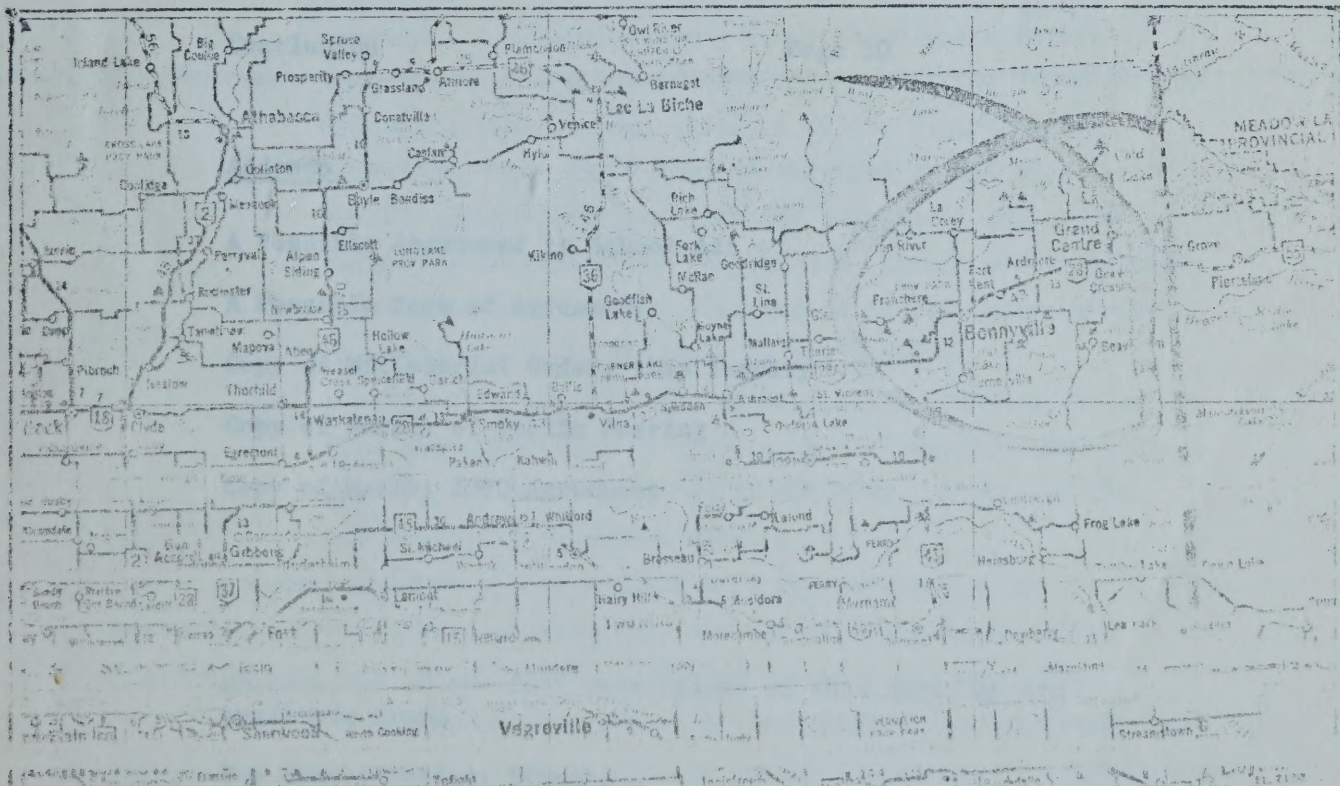
INTO SCHOOL AFFAIRS

BONNYVILLE AREA

REPORT AND RECOMMENDATIONS OF INQUIRER:

DR. W. H. SWIFT

JANUARY, 1973



Digitized by the Internet Archive
in 2026 with funding from
Legislative Assembly of Alberta - Alberta Legislature Library

Contents

Terms of Reference	Page 1
Presentations Received	Page 2
The Issues	Page 3
Historical Background	Page 3
Sociology of the Area	Page 5
The High School Problem	Page 7
Possible Solutions	Page 13
Pupil Transportation	Page 20
School Buildings	Page 28
Conclusion	Page 30

Addenda

A Possible Amendment to School Act

A Possible form of Agreement

Copy of Ministerial Order, this inquiry

Copy of Notice of Public Hearing

Copy of March, 1970 Agreement

Photocopies of the full proceedings of this inquiry are available from:

The Communications Branch,
815 Executive Building,
Edmonton.

Price: \$10.00

REPORT AND RECOMMENDATIONS
INQUIRY INTO SCHOOL AFFAIRS - BONNYVILLE AREA

By an order dated September 8, 1972 the undersigned, W. H. Swift, was appointed pursuant to sections 9 and 10 of The Department of Education Act to inquire into certain aspects of education and its administration in and adjacent to the town of Bonnyville, Alberta. A copy of the order which contains the terms of reference is attached hereto.

The inquiry was pursued in three manners:

1. Files and documents obtained from the Department of Education and from the two school authorities chiefly involved, Bonnyville School District No. 2665 and Bonnyville School Division No. 46, were examined. Information was also obtained from Mr. E. Isley, Principal of the High School.
2. All of the minutes of the two boards bearing on the setting up of the jointly operated high school were obtained and examined. All of the minutes of the joint committee operating the high school were obtained and examined.
3. Interviews were arranged with officers of the Department of Education, with former officers of the Department of Education, with the Boards of Trustees of the above noted school authorities, and with the Superintendents and Secretary-Treasurers of the Boards. Visits were also made to various parts of the area and to certain schools whose circumstances were relevant to the inquiry.
4. A public hearing was held in Bonnyville November 14 and 15. This was advertised in two issues of Bonnyville Nouvelle, a paper of broad circulation in the area. A copy of the advertising is attached hereto.

Made available to the Inquiry were the services of Mr. J. D. Hill, Barrister and Solicitor, of Edmonton, who called the persons making presentations, led the questioning, and gave counsel as required.

Sixteen organizations, groups or individuals made presentations before the Inquiry. All were in writing except that of Dr. B. E. Brosseau.

A court reporter recorded the proceedings and produced a transcript of them.

The sixteen were:

1. Bonnyville School District No. 2665
presented by Dr. J. P. Bugeaud, Chairman of the Board,
and Mr. George Brosseau, Board solicitor;
2. Bonnyville School Division No. 46
presented by Mr. Peter Hluss, Chairman of the Board,
and Mr. S. Skuba, Superintendent;
3. Notre Dame Junior High School Staff
presented by Mr. R. Kleinmann;
4. Mr. E. D. Isley, Principal, Bonnyville Centralized High
School, École Secondaire de Bonnyville;
5. Bonnyville High School Parental Advisory Committee
presented by Mr. J. M. Ratcliffe;
6. Duclos Protestant Separate School District
presented by Mr. J. Zazulak;
7. Bonnyville Centralized High School, École Secondaire de
Bonnyville, presented by B. R. Barnes, A. J. Laing and
Dale Niwa;
8. Lacorey Parents
presented by M. Jean-Claude Lajoie;
9. Bonnyville High School Students Union
presented by Wade Palmer and two other students;
10. Ardmore Home and School Association
presented by Messrs. Thornton and Bodnar;
11. Dr. B. E. Brosseau;
12. Fort Kent Parents
presented by Messrs. Réal Croteau and Robert Lacombe;
13. Ardmore Community Ratepayers
presented by Mr. Lesyk;
14. Fort Kent Local School Advisory Board
presented by Mr. Morris Ross;
15. Bonnyville Chamber of Commerce
presented by Mr. K. MacLellan, Secretary;
16. Messrs. V. E. Justik and D. J. Stevens,
presented by Mr. Stevens.
(Messrs. Justik and Stevens are the Divisional
representatives on the High School Committee.)

Each person or group making a presentation was questioned for clarification by Mr. Hill and by the Inquirer. Opportunity was given to persons in the audience to ask questions also. These were very few.

THE ISSUES

The following were the items spoken to in the presentations:

1. The Bonnyville Centralized High School, École Secondaire de Bonnyville, with particular reference to the Agreement dated March 18, 1970, under which it came into existence, the status of the Committee created by the Agreement, and possible alternative arrangements.
2. The pupil transportation arrangements currently in effect in the area, the overlapping thereof, and possible rationalization.
3. The concerns of parents and communities in respect of the schools which their children attend, or might be required to attend - Lacorey, Ft. Kent, Ardmore.
4. Concerns regarding the provision of school facilities, expressed chiefly in relation to Notre Dame Junior High School in Bonnyville, and the school plant at Ardmore.

While the terms of reference permitted examination of a number of other matters none seemed, pursuant to inquiries, to necessitate significant exploration. The question of boundaries, especially of the coterminous Bonnyville District (Public) and Duclos District (Protestant Separate), arose marginally but no concrete proposals for change were received.

HISTORICAL

Bonnyville School District No. 2665 was organized in 1912 under the name of Philorum School District No. 2665. Its name was changed to Bonnyville School District in 1928. It comprised 25-3/4 square miles of territory.

In 1928 there was established Duclos Protestant Separate School District, No. 2. Its boundaries, as provided by law, were, and continue to be, coterminous with those of Bonnyville School District. At that time the total area of the combined district was 25 square miles.

Over the years rural school districts were organized in the area adjacent to Bonnyville.

Digitized by the Internet Archive
in 2026 with funding from
University of Alberta Library

In 1939, pursuant to legislation, then recent, and to government policy, the rural districts of the area, extending to the Saskatchewan border, were organized into Bonnyville School Division No. 46, which through a single administration and a single budget operates schools to serve the whole of its area.

Bonnyville and Duclos districts were not included in the Division, but could join by agreement at any time under mutually acceptable terms.

In 1954 Duclos District entered the Division by agreement. Although continuing to have a legal and geographical existence its operational and financial functions were merged with those of the Division.

Bonnyville School District has not chosen to enter the Division. Whereas the School Act over many years provided for the inclusion of town and separate districts only by agreement, the 1970 Act provides that inclusion of any public school district may be ordered by the Minister. It appears, consequently, that the Minister can by order include Bonnyville School District within the Division.

No such power resides in the Minister in respect of a separate school district, and in fact, there appears to be no provision whereby a separate school district can in any manner become part of a school division. In the case of Duclos this having been accomplished under earlier legislation its status is presumably not in question, as a component district of the Division.

In the year 1960 there began extensive transfers of land, by ministerial order, from divisional districts into the combined Bonnyville-Duclos district. These transfers ultimately brought the district(s) to a size in excess of 100 square miles, an unusual size for a single school district.

Since the transferred lands were jointly Bonnyville and Duclos they remained in the Division insofar as they were Duclos lands but the Division lost them insofar as they became Bonnyville lands. At the same time the District became responsible for and the Division ceased to have responsibility for the children of the area involved insofar as they were Roman Catholic.

In 1970 there were organized Roman Catholic separate school districts within the old rural school districts, Bevin and Willow Trail. These districts are 15 to 20 miles from Bonnyville and separated by intervening divisional districts. They were organized with intent to enter

into arrangement with Bonnyville School District for the education of their children, who would have to be transported, in the schools of the District. The Division no longer had legal responsibility for them, had school services available at nearby Iron River, and declined to provide transportation to Bonnyville. As a result Bonnyville District sends a bus for them passing through divisional territory.

Over the years Bonnyville School Division, as with school divisions and counties throughout Alberta, has gradually centralized its school operations, transporting pupils to a small number of larger schools.

Currently the Division provides elementary and junior high school education at:

- Glendon
- Iron River
- Duclos (Bonnyville)
- Fort Kent
- Ardmore
- Grande Centre
- Cold Lake

It provides high school education at:

- Glendon
- Bonnyville (Jointly with the District)
- Grande Centre

The Grande Centre school serves Cold Lake, the Air Force Base adjacent to Grande Centre (Biggin Hill School District) and the rural areas near by.

Until the fall of 1971 the Division also operated a high school at Fort Kent. This was closed when the joint school was opened in Bonnyville.

SOCIOLOGY OF THE AREA

The most salient fact, and the genesis of a number of school problems that have arisen over the years, is that although the population of the area is heterogeneous in respect of ethnic origins, religions and other factors, there is one fact that predominates namely, the presence of a very considerable cohesive population of French ancestry who maintain a strong allegiance towards their mother tongue and towards the Roman Catholic religion.

Doubtless the intensity of these feelings varies from person to person and from time to time, assuming greater proportions if a threat or show of animosity towards them arises.

This population is to be found in a number of larger and smaller concentrations, in the Town of Bonnyville, in and about Fort Kent. at

Lacorey, at Therien to the far west, and in the rural area immediately adjacent to Bonnyville on lands now included in the enlarged Bonnyville-Duclos district.

From the standpoint of the people of French origin, and especially of those holding strong views, there is one desire that transcends all others, that their children should be permitted to attend school, that arrangements should be made for them to attend school, where the French language has some prominence and where religious instruction and atmosphere are an integral part of school operation. As between two schools manifesting these characteristics in greater and lesser degree they will demand that their children attend the former.

These views and aspirations are in conflict with those held by many who are not of French origin, and with practical problems faced by the School Division Board.

First there are those who object to special arrangements in that they find segregation of children according to language, religion or any other factor offensive. The extremists regard the propagation of a culture within a culture as undesirable and unnecessary. Reconciliation of the extremists on both sides has the appearance of impossibility. Fortunately the great majority are persons of good will, of a degree of tolerance, and are prepared to make compromises for the common good.

From the point of view of the Division which is charged with the educational stewardship of a large area, which is constantly beset by financial problems, and which has a total body of residents and children to satisfy, it is not a simple matter of granting complete freedom of choice and underwriting it financially.

The removal of any significant number of pupils from an operating school immediately reduces the quality of service which can be rendered to those who remain, fewer teachers, less ancillary service. Further, such removals will, in most instances, complicate the bussing arrangements if children living on adjacent parcels of land have to be transported in different directions. The Division has a legitimate concern in these respects.

It is clear, however, that the two points of view are quite irreconcilable and it becomes a question as to how far a school authority should go in submerging service and financial considerations to accommodate the desires of special groups. Much or any added cost ultimately becomes a charge against the School Foundation Program Fund.

A further complication is that there is a large Roman Catholic population which is not French in origin. In considerable degree, but by no means entirely, these are of Ukrainian origin.

In the Bonnyville School District, since the Protestants have separated out, there are left in the public district the Roman Catholics, French and non-French. The views of the two groups do not necessarily coincide on all matters although as far as the hearings were concerned no differences were formally placed before the Inquiry.

The point is, however, that the Bonnyville School District, the public school district, while entirely Roman Catholic, is not entirely French Roman Catholic.

THE HIGH SCHOOL PROBLEM

While other matters are and were of concern to some of those who made presentations at the hearings by long odds the future of the high school was of paramount concern. Every brief but one had something to say in this regard and in a number of cases it was the sole item of concern. It would appear, also, that problems relating to the government and legal status of the high school at Bonnyville actually precipitated the inquiry.

For the record, however, it should be noted that despite the problems arising from the nature of the agreement which brought the high school into existence, the internal operation of the high school was not the subject of criticism, except as hereinafter noted. On the contrary from a variety of directions came praise for the program, the staff, the rapport and the influence of the school. Many pleas were made to do what might be necessary to get its legality cared for but by no means to allow its service and nature to be interfered with. In this regard the opening paragraph of the brief from the School Division is quoted:

"We would like to preface our remarks by pointing out that the internal operation of the Bonnyville Centralized High School is not in question as far as the Bonnyville School Division is concerned. We maintain that the instructional program and the school atmosphere are conducive to an effective teaching-learning situation and that the school is satisfying community needs in general."

Similar views were expressed by the District, staff, students, Parent Advisory Committee, Duclos Board and others.

The negative voices, two briefs, were critical that the school had become, or was in prospect of becoming, bilingual, or more bilingual than had been originally contemplated.

In this respect it is the view of the undersigned that since one of the fusing schools (Bonnyville Notre Dame) was in some measure bilingual, that since the law permits instruction in French and religion, and that there is strong parental wish for these, reasonable provision must be made. Despite some seeming conflict of recollections in the matter it seems inconceivable that the Bonnyville District Board would have entered into the joint venture unless it expected that there would be program recognition of both French and religion.

The present program includes French and Religion as credit courses approved by, or acceptable to, the Department of Education. No student is required, by the school, to take these courses. Some courses in Ukrainian are also available as options. It does not appear that these seriously interfere with the programs of other students. No evidence of this was brought forward.

A paper developed by the Principal for discussion purposes was the subject of some criticism in that it looked forward to the time that additional courses might be taught in the French language. The undersigned's view in this regard is that this is not unreasonable, provided that the number of pupils enrolled in each course is at least equal to the number which would be required to make feasible the offering of any other option. No pupil would be required to enroll. The only visible detriment is that it might dilute the numbers available for some other options. This would not happen seriously and is a modest price to pay for the opportunity which the school provides and would continue to provide for all pupils in comparison with what would be available if there were a reversion to divided schools.

A reasonable policy might be that no such course should be established or offered if it would result in the eliminations of a parallel course taught in English.

In the writer's opinion there are positive advantages to pupils whose family language is English in having some French presence in the school thereby enhancing their prospect of learning that language. What must be avoided is undue segregation.

The following statistics regarding pupils enrolled provided by

the School are of interest. It should be borne in mind that categorization of some students is not easy. Nevertheless the figures are indicative of the situation in the high school as of October, 1972.

PLACE OF RESIDENCE

Bonnyville School District	150
Bonnyville School Division	
Duclos	43
Elsewhere	<u>217</u>
Indian Reserves	9
Others	<u>14</u>
	<u>433</u>

ETHNIC ORIGIN

French	157
Ukrainian	114
Indian	10
Others	<u>152</u>
	<u>433</u>

RELIGION

French Roman Catholic	141
Other Roman Catholic	103
Non-Catholic	<u>189</u>
	<u>433</u>

The diversity of this student population is surely in itself a guarantee that no one group can or will completely dominate the situation in any respect.

The opinion of the writer is that the school is being well run and that in addition to any other virtues it may have it is a strong force in the direction of understanding, co-operation and mutual respect. Hence any solution to the legal problem which surrounds it must be with intent to maintain such excellence, pedagogical and sociological, as it possesses.

EVENTS LEADING TO THE SIGNING OF THE AGREEMENT

To review these in detail would consume many pages.

Briefly it may be said that in the late 60's both Boards, District and Division, sensed the need for more comprehensive high school services in and about Bonnyville. The District operated a small high school in the town. The Division accommodated its pupils at Fort Kent, some six miles away. It seemed desirable to join forces, to create a larger school which could provide a much wider range of program choices for all pupils.

There followed a series of joint meetings, some public meetings, and many of the processes of negotiation. These led up to the signing of an agreement dated March 18, 1970, which was subsequently "approved" by the Minister of Education, Hon. Robert Clark. A copy is attached hereto.

The essential features of the Agreement were:

1. That the two boards would combine to operate a high school in Bonnyville;
 2. That a joint committee of four, two from each board, would be set up, to which each board would delegate "all and any of the duties powers and responsibilities conferred on them by The School Act, 1955, and amendments thereto and legislation passed in substitution therefor except the powers to:
 - a) borrow money, or
 - b) pass a by-law."
 3. That ^{the} committee would appoint from its own membership a chairman and a vice-chairman, or might select an employee of the Department of Education as a non-voting chairman. The alternative was not invoked.
 4. That there should be joint financial responsibility.
- However, sections 15 and 16 relating to finance are somewhat ambiguous, either as to intent or as to procedure.

Questions have arisen as to the legality and the intent of the Agreement, which will be returned to later.

Upon the signing of the Agreement the four-man committee was established and appears to have operated under the name of The Bonnyville High School Committee. Acting at times with considerable autonomy, relying on the presumed delegation of powers to it, and at others as though an agent of the two boards, it proceeded to prosecute the terms and intentions of the Agreement.

It was agreed that the relatively new Notre Dame High School plant should be vacated by the high school and become the home of the District's Junior High School. It was agreed that the old junior high plant should be razed, that a half interest in the site should be sold to the Division for the consideration of \$5,000.00, and a new high school plant should be erected.

The necessary governmental approvals were obtained.

Debentures were issued by each Board in the amount of \$471,570.00, the proceeds being made available to the Committee, which operated its own bank account. A contract for construction was let, signed, not by the Committee, but by both Boards. Accounts, however, were paid by the Committee. The retirement of the debentures, under present regulations, is covered completely by payments from the School Foundation Program Fund.

There were some modest additional costs which were paid for equally by the two Boards.

The Committee set in motion procedures to recruit a staff. It engaged a Principal, Mr. Ernest Isley, while the building was in the process of erection.

The committee established an Educational Advisory Committee comprised of the Superintendents of Schools employed by each board, and the Principal. This Advisory Committee acted as a staff selecting group. Some teachers of the former Notre Dame and Fort Kent High Schools were engaged. They were deemed to have surrendered their former contracts and to have entered into new employment.

Some entirely new staff were engaged. It is not clear as to who the employer was deemed to be, the Committee or the two Boards from which it had presumed delegated powers. Several questions have devolved from this uncertainty.

Nevertheless, the school came into successful operation; the teachers have been paid by the Committee; the Committee has received funds from the Boards as necessary. Despite the seeming terms of the Agreement these have been at the rate of 50% from each board.

The Committee, as shown by its minutes, spent very much time on the school's business, attending to a great many matters, large and small.

THE SCHOOL ACT -

A factor in the present difficulties appears to be that The School Act was in the process of revision concurrent with the negotiation of the Agreement. It could not be known for sure what provisions would appear in the new Act, - whether joint operation of a school would be authorized, whether a joint committee would be provided for and with what powers through delegation or otherwise.

The Agreement asserts its validity as arising from section 1/6 of The School Act, 1955. Examination of this section seems to indicate that a

board can delegate powers to a committee of its own members but not to one having broader membership.

The 1970 Act, 65(5) is much wider. It seems to leave committee membership wide open. Nevertheless there is legal opinion that the reference is to a committee of the board itself. Further a committee can only do what a board can do and there is legal opinion that the present section 92, having regard to its context, does not authorize the joint operation of a school.

By several persons, both at Bonnyville and within the Department of Education, and especially by former members of the Department, it has been alleged that it was expected that there would appear in the Bill which was being drafted, and then in The Act, some provisions which would take cognizance of the Bonnyville agreement, assuring its validity.

Three comments are in order in this respect:

1. Despite much inquiry the writer has been unable to find any document, letter or memorandum, setting forth just what sort of legislation was desired or expected. No provision of special pertinence exists in either the first draft of the Bill or in a preceding draft produced by the committee working on the preparation of the proposed School Act.
2. He has been unable to obtain from anyone any clear statement as to what the provisions might have been.
3. He is satisfied that even if there were simple legislation empowering two boards jointly to operate a school and authorizing the delegation of powers to a joint committee the present agreement would be quite inadequate in some of its legal aspects and as to a number of powers and procedures.

It is not necessary, because of very wide consensus that the agreement and the legal basis upon which it rests, or was presumed to rest, are ~~in-~~adequate, to argue this point. Suffice to say that it is at least highly dubious that the two boards currently have power to engage in a joint operation of the sort now in operation and that there are considerable uncertainties as to the legality of various sorts of contracts including those with teachers.

In some fashion the operation of the school must be by or on behalf of some corporate body which can enter into contracts and which can sue and be sued.

None of the parties involved, or other spokesmen, seem to be able to clarify the expectations in respect of the powers of the School Committee. It appears that they did not expect or wish it to have corporate or autonomous status and yet with respect to a host of matters it was expected to act as though it did.

The minutes of the Divisional Board of Dec. 10, 1969 contain this excerpt:

"He (Dr. Hall of the Department of Education) outlined a suggested frame of reference which the committee might consider when drawing up an initial agreement. He further stated that both boards would have to agree on the limits of authority that the committee would hold."

This appears never to have been done in any concrete or detailed way, other than through the comprehensive statement in section 2 of the Agreement.

Some new arrangement or plan must be implemented to give an undisputed legality to the operation and to clarify the roles of various participants.

POSSIBLE SOLUTIONS

1. Inclusion of the District within the Division is the simplest. In dozens of town district situations this has been accomplished with the greatest of good will and administrative effectiveness. This would of course, bring not only the high school but also the District's elementary and junior high schools under a unified board on which the town district would be represented, probably by two trustees added to the existing board.

This solution, at the present time, would not be acceptable to the District or at least the District Board and a host of its supporters. Despite its obvious benefits, including ease of rationalizing of the transportation problem, Ministerial action against the wishes of the District, cannot be recommended. The District Board and much of its constituency would be too fearful of loss of privileges, "rights," and of the autonomy which seems to protect these.

The undersigned is not fearful that any such losses would occur. Good sense would prevail.

It can only, however, be left as a hope that in the future there will come a sufficient spirit of mutual trust that this eminently logical solution will come about.

2. The High School might be operated by one or other of the boards, either in an outright way or as what has been referred to as a facilitator. In the former case there would be a tuition agreement with the other board providing for its pupils to be accepted into the school. In the latter case, since the legal base of the school would rest with one board, the effect would not be dissimilar. In law, decisions and responsibilities would rest with the operating board.

Despite the possibility of having an advisory board or committee with joint representation neither board is prepared to contemplate either of these arrangements unless it is the board in charge.

As in solution 1 the district board would fear loss of influence in respect of the matters of major concern to it. The divisional board, providing the larger number of pupils, would regard it as anomalous that it should not have at least equal authority in control. There may be some suspicion also that there would be oversteering of bilingualism and religion.

The writer, once again, does not share these fears but having regard to the strength of opposition cannot recommend this solution.

3. The School Act provides, section 24, for the establishment by agreement or among school boards, with Ministerial approval, regional districts for the pursuit of some particular educational purposes. In such case a new corporate board comes into existence with its members appointed by the parties to the agreement in accordance with the terms of the agreement. The agreement would also set forth the financial arrangements.

Currently there is operated at St. Paul a high school under a regional board to which there are three signatories. It appears to have operated successfully. Having a board of five, two from the St. Paul public school district, one from

Glen Avon Protestant Separate (which has not joined the County), and two from the County of St. Paul, may be a factor in that there appears to be no built in possibility of a tie-vote deadlock situation.

From the beginning it appears that this form of government was not favored in the present case. The Department of Education representatives appear not to have promoted it. There is some question as to whether the situation now meets the provisions of 24 (1) (b) but there was no such limitation in the former 46a which was the actual law at the time of the negotiations.

It seems impossible now to determine precisely what the objections to this form of organization were. They appear to have been such as:

- a) a reluctance to have a still further school authority in the area;
- b) a desire on the part of both boards to keep power, control and ownership as close at hand as possible;
- c) some fear lest certain prerogatives might be in danger of erosion.

On the other hand, if section 2 of the Agreement is to be taken at face value, the boards did delegate "any and all of their duties, powers and responsibilities," subject to certain exclusions, and the rather ambiguous financial sections. It appears that they expected the Committee to be rather powerful and quasi-autonomous. They did not, and could not, confer on it corporate status and so, in the end, it became an unsolvable riddle as to whom such contracts as they negotiated were actually with, and as to whether they were or could be, somehow, with two corporate boards at once.

One of the difficult questions came to be as to whose school it was for the payment of school grants and School Foundation Program support.

Regional district status is obviously a viable solution, subject if deemed necessary, to a very minor amendment to 24(1)(b). Despite continuing expression of reluctance on the parts of the two boards this sort of solution might be accepted.

4. The solution promoted by almost everyone at the hearings, in some instances with little appreciation of the problems involved, was to rock the boat as little as possible, find some means of keeping the committee structure in operation, and do whatever legalizing is necessary.

No one seemed prepared, however, to say just how much power the committee should have, whether it should have limited corporate status, or on what corporate arrangements its decisions should rest. Perhaps the clearest statement in this regard was a simple one to the effect that "the Department got us into this position; it is their responsibility to find the way out - to produce the formula that will validate and expedite what they assisted in bringing into existence."

This solution must be seriously explored.

There is an immediate bifurcation to be noted. Is the Committee to have any corporate status, or is it not?

If it is not then there must be clarified the corporate base or bases on which its decisions relative to contracts rest. This becomes extremely complicated since it is acting for two boards. For example:

- a) If it engages a teacher is it possible for that teacher to be under contract to both boards at the same time? Would it be desirable to attempt to produce legislation which would effect this? Would there not be endless complications? Unless the delegation of powers is absolute and irrevocable, which seemingly neither board really wants, what happens, say, if one board wishes to transfer a teacher, or dismiss one, and one does not?
- b) If the committee negotiates a salary schedule, or collective agreement, it could not sign it. It must be signed by the officers of both boards, if it can be signed at all. Suppose some refuse to sign unless specifically authorized by board minute, and suppose one board refuses to endorse what has been done. How is such an impasse to be resolved? The process at least becomes complicated. Can a board have two collective agreements to which it is party at the same time?

- c) What about liability in case of negligence or alleged breach of contract? Presumably action would have to be taken against two boards who, no doubt, would at this point wish to act directly and not through their committee agents.

Perhaps legislation could be devised which would take care of these and other matters but either it would have to be lengthy and comprehensive legislation or it would have to authorize an agreement in itself of considerable complexity which would attempt to take care of all circumstances and eventualities. It is questionable that matters of legal responsibility and competence should reside in a secondary document.

In any event, it appears that there was considerable consensus that the Committee should be clothed with enough power to do directly those things that must be done by and in the name of a contracting body, - but no more. While other terms may be employed this seems to mean nothing else than that the Committee must have some form of corporate status. Again to employ the most visible factor, it must have power to enter into contracts with teachers, to negotiate and sign a collective agreement, and to enter into such other contracts as are essential to the operation of a school without there being question as to their validity. It must to that extent have a corporate name and existence.

This will require legislation. It will also require a new, more comprehensive agreement. Attached hereto are proposed School Act rewordings, and a proposed revised agreement. Obviously both should have the benefit of criticism by a number of persons or parties who may detect weaknesses or omissions.

Before turning to these, however, the reader is urged to consider these subsidiary questions.

The briefs presented by the Division, by Ardmore Community Ratepayers and by Messrs. Justik and Stevens, urge that representation on the Committee, or presumably on any other joint body, no longer be on a 50-50 basis as between Division and District. With some logic it is pointed out that the Division supplies a larger number of pupils and that several areas of the Division have an interest in the school and would like to have a voice. It can be argued also that taking Section 15 of the Agreement to mean what it seems to mean the Division might under certain circumstances have to provide more than 50% of supplementary funds.

The writer has given much thought to this and has rejected it at

of an intent to operate as a partnership. The signing of the Agreement was in itself a great step forward involving some degree of sacrifice on both sides, in expectation of substantial educational gain. This gain has come about despite some differences. A reading of the whole set of minutes of the Committee can only make one conscious of the tremendous effort put into the prosecution of the project by its members.

Its structure, or that of any substitution therefore should not appreciably change.

Three recommendations are made however:

- a) That the Committee, or any other joint body, be increased to six, three from each Board. This would give a broader base, especially in the Division, and it would reduce the impact of individual personalities.
- b) That for a period of one year, and subject to continuation upon request, a non-voting chairman be provided by the Department of Education.
- c) That a secretary-treasurer be engaged who is not the secretary-treasurer of either board. Actually a motion to this effect was passed by the Committee on July 19, 1972.

There is also the question of share of expense. Since the debenture issues are fully covered by School Foundation Program support this is not a problem. The operational costs are currently covered by School Foundation Program Funds. There may, of course, be years in which this is not true but the excess as far as can be foreseen is marginal. There are possibilities of extra-ordinary items arising.

The Agreement, section 15, seems to imply a residual responsibility in relation to pupils enrolled.

As a matter of practice, in such matters as have arisen, it appears that costs have been shared 50-50. It is recommended as a quid pro quo for equality of representation the District formally accept responsibility for 50% of supplementary costs. Since the financial standing of the District is better than that of the Division, due to the latter's geographical problems, this would seem to be no hardship.

Reference is now made to the attached draft of a possible amendment to the School Act, a section 24a, and to the new sort of agreement that would have to be signed.

It is to be borne in mind that what has been attempted is some

form of legislation that would give to the Committee corporate status but would not go all the way towards making it a school board with all the powers thereof.

It is clear, however, that if it is, in fact, to operate the school, to receive and disburse money, to enter into contracts with employees, to conduct a variety of business, to control and regulate the school as though it were a school board, and to assume a variety of responsibilities, it must be empowered by law so to do. Hence any legislation must be quite comprehensive, since any body created by statute can only do what the statute authorizes it to do.

The new section 24a which has been drafted is complicated and may well, at this stage, fail to cover all circumstance and eventualities. While drafted in general terms so that it may be employed by other boards it is conceived as having special relevance to the Bonnyville situation.

The question which obviously arises is as to whether, having regard to the fact that the committee is given almost all the powers of a board, it is worth struggling with this sort of solution when the regional legislation is available.

What chiefly remains with the agreeing boards is the ownership of property and the right to determine further capital outlay. Strictures in this respect could be written into an agreement under 24 (2)(b) of the regional district legislation.

The fact that the trustees of the regional board are named by the agreeing boards, whose views they can reflect, would seem to provide sufficient protection.

It is recommended, consequently, that the two boards look again, hopefully sympathetically, at the regional district legislation with a view to considering whether it can be employed. To this end the Minister of Education should convene a joint meeting of the boards for a discussion of this solution. A proposed agreement, similar to that drafted in relation to the possible 24a, should be prepared by the Department of Education for study and discussion. A minor amendment of 24 (1)(b) may be necessary.

It is possible that one or both boards may remain adamant despite the fact that the alternative differs so little. In that case the suggestion 24a and the consequent agreement, will have to be considered from two points of view, (a) its acceptability to the Minister and the Legislature, and (b)

Should both solutions be rejected by the boards there can only result chaos with unpredictable consequences for the boards and the school.

The divisional board is strongly urged not to make an issue of the ratio of representation at this time, since what is being attempted, surely, is to find a way of legalizing what has already been agreed to, i.e. a partnership. It is worth bearing in mind that most of the presentations made expressed confidence in the present arrangements. Ardmore representation can be taken care of if the governing body is increased to six.

PUPIL TRANSPORTATION

From each Board there was obtained a map, or maps, showing the bus routes operated by each. Both boards rely entirely on contracting for bus service. No buses are operated directly by the Boards.

The District operates five bus routes all of which run into the town of Bonnyville serving the elementary, junior high and joint high schools. Three of these remain entirely within or on the district boundaries. One extends slightly into divisional territory to the east. One passes through the division to reach the Willow Trail and Bevin separate school districts.

The Division operates 46 bus routes. Two of these are feeder routes, delivering children to transfer points where they articulate with other buses. The whole is complicated in that elementary and junior high pupils are transported to seven schools, as noted earlier, while high school pupils are taken to three. Hence different bussing arrangements may be necessary to accommodate children in the same family.

To fully comprehend the bussing routes of the division would require a great deal of study and explanation. However, a superimposition of district on divisional routes shows clearly that there is a good deal of busses of the two authorities operating over the same roads, picking up children living adjacent to each other, and extending into territory for isolated families which could be more readily reached by some other route.

On the other hand because school destinations are sometimes different it cannot be assumed that all apparent duplication can be eliminated by some reorganization.

No one denied that the present bus situation is a complex one and that

duplication and wasteful of funds, local and from the School Foundation Fund.

It was agreed that some form of rationalization is necessary. The district took the view that this matter didn't really need to be investigated, that the boards would work it out themselves. The fact is, however, that no progress seems to have been made in this respect and no plans were in motion.

The regulations under which support to bus transportation is given through the School Foundation Program Fund leave much to be desired. The writer knows something of the difficulty of trying to find a formula which is adequate to the enormous differences of circumstances existing in different parts of the province.

In essence the present formula is based on actual costs on a three year average, adjusted by the Minister in special cases to meet new or unusual circumstances. It is impossible to predict, consequently, what the support might be for any particular program of reorganization. It has to be assumed that if the boards achieve some degree of saving by joint actions the Minister will be sympathetic during any transitional period until the spirit and intent of the regulations can be more rigidly imposed.

Two steps are necessary:

1. The Minister must advise the two boards that the Department of Education will not continue to pay for duplicated service from the School Foundation Fund. It is not possible without much study to determine the possibility of savings. Perhaps the best that can be done is to advise the two boards that after August, 1973, payments will be cut back by a percentage say 10%, unless evidence is provided of a clear-cut plan to implement rationalization, and a continuation of the reduction in 1974 and after unless some plan is brought into effect.
2. It will be necessary for there to be a plan of cooperative action.

to set up a joint advisory committee to work out a cooperative system under which the district continues to operate some busses this method would be cumbersome. It would mean that in some areas divisional busses would carry district children and vice versa.

By all odds the simplest solution would be for all busses to be operated by the Division. By having everything under one management administrative efficiency and quick adjustment when needed could be achieved. There would need to be an advisory committee of both boards or their officers to deal with policy matters and to review occasionally arising special problems.

Since the Division has to serve Duclos, which is the same area as Bonnyville District, adequate coverage can surely be anticipated.

The District would give up some control but if policies were established in advance of laying out a system there should not be too much problem. In any system of cooperation the district will have to rely on divisional busses coming through Bonnyville-Duclos.

The second possibility is for the agreement between the District and the Division in respect of the High School to provide that it also become a joint bussing authority for the transportation of children, regardless of school attended, to Bonnyville, Fort Kent, and Ardmore. This would add to its administrative burdens but would remove the functions from the direct aegis of either board and would place all transportation throughout the central area under a single authority.

Probably no solution should be dictated to the parties. The impositions of the sanction proposed under 1. above should first be relied upon to set a solution in motion. If ultimately no progress is made some more direct intervention may be necessary.

CHOICE OF SCHOOL

While the future of the High School and its manner of government were the paramount immediate concern and precipitated the inquiry, the much more difficult and more abiding problem is that of the possibility of attendance by pupils at the school of their parents' choice.

This has been discussed somewhat above under the heading Sociology of the Area. Parents of children who are of French origin and of the Roman Catholic religion wish, in the main, that their children attend schools where not only is there official and formal recognition, and provision of instruction, in these respects but also where they are present in terms of substantial numbers participating, and of informal atmosphere and comfort.

In Bonnyville town the elementary and junior high schools are

operated by a school district and board which is Roman Catholic. It is also largely under the control and influence of people of French ancestry, as is evidenced by the names of the trustees, of the superintendent and the secretary-treasurer. Insofar as the law allows and the people desire it, the atmosphere can be French-Catholic. Perhaps it is a bit less so than when teachers were much more available from religious orders than is now the case. In fact the staff of the junior high school is not entirely Catholic. In any event no apparent problem exists in Bonnyville, at least in respect of elementary and junior high education. At the high school level the compromises and accommodations arrived at seem to be acceptable to most of the constituencies served, French and non-French, Catholic and non-Catholic.

In the area immediately surrounding the town, extending many miles to the south-west and the north-west, the problem has been taken care of through the extension of the District boundaries to encompass an area in excess of one hundred square miles. This was done by ministerial order in the early sixties. It had the effect of making all Catholic parents residents of Bonnyville District and removing them from the jurisdiction of the Division. This may not have been happily received by the Division at the time but it seems to have resulted in a workable situation. Its chief negative aspect is that it contributed to the transportation problem, each board taking responsibility for its own pupils even though all were transported to town.

The Lacorey situation was for some years a difficult one as the Division attempted to provide education under various plans in divisional schools, an eminently sensible thing from its point of view. In the end the Lacorey French-Catholic parents fought strongly against having their children go to Fort Kent, even though the Division was prepared to make or continue to make available instruction in French and religion at that divisional school. Bonnyville was a bit nearer and the schools were more visibly French and Catholic and clearly under such auspices. Eventually the Minister of Education intervened and arrangements were made for the attendance of the Lacorey children in Bonnyville covered in district busses. A tuition agreement was signed. The present status of this is in some doubt but this perhaps does not matter much since the District is prepared to accept the children for School Foundation Fund revenues only. The Lacorey parents, by a brief, expressed their satisfaction.

The Willow Trail and Bevin French-Catholics solved their problem, though again at the expense in some degree of the Division, by organizing separate school districts, becoming legally responsible for their own children's educations, and arranging for their transportation to Bonnyville. This is more expensive than having them go to Iron River, the major expense falling, presumably, on the School Foundation Program Fund; but it is lawful and their purpose has been achieved.

It is now true that since all high school service for the central part of the Division is at Bonnyville there has to be bussing to that destination from many parts of the division and the transporting of younger pupils there can sometimes become a part of the high school service.

It would appear, consequently, that most of the French-Catholic children within a considerable area adjacent to Bonnyville have by one process or another managed to achieve their aspirations of having their children attend in their preferred school, at Bonnyville. This may, in some cases, have resulted in some increase of cost, provincially or locally or both, but perhaps not outrageously so, especially if some economies in respect of transportation can be effected.

This leaves Fort Kent. Unlike the extreme north west of the District, or Lacorey, or Willow Trail and Bevin, which are some distance from Bonnyville, the hamlet itself lies only six miles from that town and the nearest boundary of the Fort Kent district is only two and a half miles away.

Two briefs were received from Fort Kent, from the Local School Advisory Board and from a group of seven parents who spoke on their own behalf. Their aims were compatible but their methods of achieving them differed.

The local board pointed to the alleged deterioration of the school from their particular point of view and wish its stature in this respect enhanced. The group of parents wish to have their children transported to Bonnyville.

It should be borne in mind that the divisional school operating at Fort Kent serves a considerable area, north and south. Six busses run into Fort Kent, of which three go on to Bonnyville.

Figures supplied at the inquiry were to the effect that the enrollment at the Fort Kent School is as follows:

62	French Catholic
79	Other Catholic
<u>69</u>	Non-Catholic
210	Total

These figures were approximate, recognizing the usual difficulty of categorization in some instances, but were not disputed by anyone on behalf of the Division. In addition the parents who presented a brief stated that some 23 pupils are finding their way to Bonnyville on their own, riding district busses or being taken by private cars. They allege that another 24 would go to Bonnyville, presumably from the French-Catholic group, if regular transportation were provided. However, no confirming evidence of this came from any source.

The Fort Kent school has diminished in size chiefly due to the removal of the high school portion to Bonnyville. One result of this is that there is now an excess of classroom space. While all the plant is being used for some useful purposes it could get along with less. If the high school development had been anticipated some eight years ago less building would have been done at that time.

At one time there was a strong religious presence in that an order of nuns had a convent there and supplied teaching sisters. This has gone. The teaching staff has diminished and the French-religious atmosphere has lessened.

The Local Advisory Board made a plea for the improvement, from their point of view, of the French and Catholic presence in the school. In the fall of 1972 a crisis developed in that a large number of parents threatened to boycott the school because of lack of sufficient teachers for French and religion. Some changes effected a compromise and the boycott was averted. However, the Local Advisory Board insists that more be done.

The divisional board is in a very difficult position. Its Fort Kent School is a heterogeneous one. It cannot overly stress French or religion which may not be wanted by many parents. It has difficulty recruiting teachers of the sort which would be acceptable to the most zealous of the French-Catholic group.

The spokesman for the Advisory Board made it clear that they want their school to continue but with some greater recognition of their particular needs and wishes.

The divisional board must, in the writer's opinion, recognize this need and make at least some additional accommodation to it. If this is done the spirit of compromise and good-will will hopefully prevail. If something like this is not done perpetual complaint can be expected.

The above, however, will not satisfy the Parents group, whose children already go to Bonnyville. They want the best of what is available, not a second best, in respect of French and religion. They see no reason why if pupils from Lacorey, Willow Trail and Bevin, and other more distant places, can be brought to Bonnyville in response to demands they cannot equally well be provided for.

If these latter parents lived in a consolidated group near the Bonnyville-Duclos border the transfer of a few parcels of land might be recommended. Such is not the case. They are spread amongst others who favor attendance at Fort Kent. Two are marginally outside the Fort Kent School District. Special transportation arrangements would appear to be necessary.

So long as a school operates at Fort Kent, and as long as the divisional board is able to provide a service, which although not all that is desired by all customers, is accepted by the majority of all groups as reasonable under the circumstances, it does not appear proper for the Board to set up special transportation arrangements for a scattered minority. This would add considerably to the expense that has to be borne by the public purse. Even more serious, by reducing the enrolment of the school, and especially of its French-Catholic group, it would make it more difficult for the board to provide better service to those who are prepared to be served by their local school. Fewer classrooms, fewer teachers, and less flexibility in staffing and programming.

The fundamental difference between the Lacorey situation and that at Fort Kent is that no school operates at Lacorey, and one does operate at Fort Kent.

It may well be that the only ultimate solution to the Fort Kent problem is the closing of the school there. There must be few places in Alberta where a school continues to operate only six miles from a town the size of Bonnyville, or from another centralized school only five miles away.

As long as it can serve the total adjacent population it can be a viable school. But if it ceases to do so whether because of defections, or change of policy, or extensive hostility, then its continued existence becomes questionable.

Let us consider the several effects of closing.

1. Ardmore lies five miles to the east. It has very limited, if any, French speaking constituency. It has no complications of religion or religious aspirations. It is in need of some replacement construction. It has lost its high school, which was very limited in scope. Some pupils now attending Fort Kent could equally well, or at only slightly extra transportation distance, go to Ardmore.
2. The remainder of the school would be transported to Bonnyville. In this case the Catholic pupils would be educated in the District school, their natural home, especially for those of French origin; but those not of French origin would also be in a Catholic milieu with large numbers of non-French Catholics. The non-Catholic pupils would be accommodated at Duclos.

For some children the transportation distance would be no more or even less. The Ardmore-Fort Kent-Bonnyville highway is paved.

Opposition would arise from two sources:

1. The hamlet and some of the rural population may object for various reasons. Others, presumably a minority, would welcome it.
2. There is the Fort Kent school plant. Some of it is relatively new. No immediate alternative use for it is seen though something might turn up. It can be regarded as a waste of an opportunity to abandon it. Some additional accommodation would be

needed at Bonnyville.

On the other hand, as indicated above, a centralized school midway between two other centralized schools which are only eleven miles apart is a questionable school, especially when some unhappiness about it exists. And having regard to the groupings of the populations within the school and its area, it appears that the divisional board cannot expect despite much effort and good-will to provide a school program acceptable to all. As far as the writer can see there is no solution which will meet the aspirations of a considerable population other than getting them to Bonnyville.. This cannot be done on a piecemeal basis. It must be all or none, as far as official policy and provision are concerned. If it is done on an "all" basis the continued operation of the Fort Kent plant becomes highly questionable.

SCHOOL BUILDINGS

Only two matters relative to school buildings were brought before the inquiry and no concerns arose from other discussions and consultations.

1. Notre Dame Junior High School, Bonnyville District.

As indicated above when the new joint high school was organized it was agreed that a new school plant should be erected on the then site of the Notre Dame Junior High. Its plant, presumably obsolete, was demolished and the new plant was erected. For the time being it appears to be adequate.

The Junior High took over and moved into the vacated District high school plant. This was relatively new and has proved to be adequate except in minor degree. There was a shortage of administrative space and no space available for the operation of an opportunity or special class.

The District put forward a request for recognition of need which after some deletions, was agreed to in the amount of 2441 square feet for School Foundation Program Fund support, by the School Buildings Board. The District decided to support from its own funds some additional square footage.

All the necessary steps were taken in relation to the Department of Education. Resolutions were called for and the necessary approval in accordance with the requirement of the law the approval of this was sought.

Because of the urgency of getting at the construction both in relation to need and to the time of year and Board permitted the contractor

to commence work, - putting in the concrete foundation for the addition and some related work, - on the assumption that all hurdles had now been passed and that the final endorsement of the contract with the builder would be forthcoming in a routine fashion.

Because of the setting up of the current inquiry the Minister declined to approve the letting of the contract, pending its report. Work was stopped and the foundation stands awaiting its superstructure.

The writer has not encountered any factor or circumstance that would seem to alter the original validity of the project and its approval. The sum involved is small, about \$40,000 attributable to School Foundation Program Fund support. No objection to it was raised from any quarter.

It is recommended that the contract be approved and that work be allowed to continue.

2. Ardmore

No formal request has yet been made for approval of construction, or reconstruction, at Ardmore by the Division. Intimation has been given to officers of the Department of Education of intention to do so but this is in abeyance pending the results of the inquiry.

The writer visited the present school plant making a layman's, as opposed to an architect's or builder's, appraisal of the situation. Any proposition coming from the Division will have to be scrutinized by competent persons both as to educational needs and architectural feasibility.

The Ardmore Home and School Association indicated its opposition to any further centralization, by which it appeared to mean the taking of more pupils to Bonnyville, presumably junior high pupils. It also indicated strong objection to any prospect of having pupils taken to Fort Kent. This latter possibility was not raised or suggested but the presence of excess space at Fort Kent, five miles away, stands at a threat.

The Association urged the renovation of their present school plant.

A group styling themselves Ardmore Community Ratepayers, who expressed views on several matters, also noted the need to recondition part of the school plant and objected to any transferring of Ardmore pupils to Fort Kent.

As far as could be observed the Ardmore school is serving its attendance area acceptably. It is free of problems arising from questions of language and religion. The people do not wish to become part of a school arrangement which will bring them into a situation where problems

in respect of these matters exist.

The hamlet of Ardmore lies approximately midway between Bonnyville and Grande Centre and hence is the logical location for a school operation. The area served is homogeneous in respect of aspirations and expectations.

The writer has full sympathy for the Ardmore position. The problems and fortunes, or lack thereof, of Fort Kent in no respect result from any of their doings. There is no reason why they should be the ultimate losers because events of which they are not a part have created a classroom surplus at Fort Kent. The surplus of accommodation at Fort Kent, which may well increase, some of it being less than ten years old, is a gross misfortune but is not a misfortune that the Ardmore attendance area should have to carry.

In the matter of the building itself the writer has to agree that the central portion is obviously of ancient vintage. The whole plant is a series of accretions, most added at minimal cost in pre-School Foundation Program days by a division chronically short of funds. Wooden window sash and frames are in bad shape. The roof is poor with much evidence of leakage. One must, however, commend caretaker and teachers for creating a reasonably attractive interior having regard to what they have to work with.

In the writer's view a request for renovations or reconstruction is not unreasonable. As indicated above, his view is that Ardmore should continue as a viable, substantial school serving a considerable attendance area, in which case it should be better housed.

The problem is as to how this can be best accomplished. The offending rooms and ancillary space are central to the total plant. Removal and replacement may not be easy from a structural point of view. Hence it is only possible to urge that any request for improvement be sympathetically received and that competent expertise be applied to find the most palatable and reasonably economical solution.

CONCLUSION

The recommendations made herein are perhaps sufficiently identifiable without need of recapitulation. Needless to say with respect to most, if not all, of them the weight of evidence or consequential circumstance is not entirely on one side. If it were presumably no problems would have been raised. It can only be hoped that the analysis undertaken and the conclusions arrived at may be of some assistance as the several authorities concerned continue to deal with matters of complexity and

potential or actual controversy.

Finally it should be said that the utmost in courtesy and assistance was rendered by all school officials and all Department of Education staff from whom help was sought.

W. H. Smith

POSSIBLE AMENDMENT (ADDITION) TO THE SCHOOL ACT

- 24a. (1) Two or more boards may enter into an agreement for the joint operation of a school, or schools, or for the provision of any educational service that may be provided by a school board.
- (2) The agreement shall provide for the naming of a joint committee to administer the affairs of any such school or service, and shall indicate the number of persons to comprise the committee and their manner of appointment or election and their terms of office.
- (3) The name of the committee shall be stated in the agreement and shall include the names of the parties to the agreement in such style as, "The _____ School District and _____ School Division _____ School Committee."
- (4) The agreement shall set forth a formula pursuant to which the committee shall obtain and receive funds necessary to its operations and liabilities from the agreeing parties, including those which may arise from any suit brought against it.
- (5) (a) The boards shall make available to the Committee buildings and equipment under such terms as may be provided in the agreement.
- (b) The committee established pursuant to subsection (2) shall be deemed to be a joint committee for the purposes of subsection (2) of section 92.
- (6) The agreement and any amendments thereto are subject to approval by the Minister.
- (7) Upon approval of the agreement by the Minister the committee is a corporation with the same responsibilities, powers and duties as a school board, in respect of

- (a) the matters listed in subsection (8) thereof, and
- (b) subject to The School Act and the regulations of the Minister and the Department, such other matters as are conferred upon it by the agreeing parties pursuant to the agreement.

(8) The following provisions of The School Act shall apply to the committee, its schools and services, in the same manner as though it were a school board and to its members as though they were trustees; any necessary changes being made:

Sections 13, 32, 33, 34, 35, 36, 37, 41, 42 and 43;

Section 44, except that if there is provision for a non-voting chairman of the committee in any agreement he shall not submit a resolution or vote on any question;

Sections 45 and 47;

Section 65 except for clause (a) of subsection (1) thereof;

Sections 66, 67, 68 and 69;

Section 70, and the auditor shall also forward to each board which is a party to the agreement a copy of the financial statement and a copy of his report.

Sections 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90 and 93;

Sub-section (1) of section 101;

Sub-section (7) of section 129;

Sections 133 to 155 inclusive, and sections 160 and 161;

Part 9.

- (9) (1) All powers not listed in sub-section (8), or assigned to the committee pursuant to the agreement, shall remain with the parties thereto.
- (2) The agreement shall provide for a procedure to be followed in the event of a dispute between the parties as to the intent and implementation of the agreement.
- (3) The agreement shall provide for a procedure to be followed in the event of an impasse arising within the committee.
- (10) The agreement shall provide for procedures pursuant to which the agreement may be amended or terminated, and if terminated for the apportionment of assets and liabilities between the parties to the agreement.
- (11) Any regulations made by the Minister pursuant to section 12 of The School Act shall apply to any committee established pursuant hereto and any school or school service operated thereby.
- (12) Notice of any agreement approved by the Minister hereunder and the name of any committee established hereunder shall be published in the Alberta Gazette, and in like manner notice of the termination of any agreement and the dissolution of a committee shall be given.

BETWEEN:

The Board of Trustees of Bonnyville School District, No. 2665,
a body corporate (hereinafter referred to as "the District").

- and -

The Board of Trustees of Bonnyville School Division, No. 46,
a body corporate (hereinafter referred to as "the Division").

WHEREAS section 24a of The School Act, 1970, as amended, provides that
two school boards may jointly operate a school, and

WHEREAS the said section 24a authorizes the establishment of a joint
committee to operate such school on behalf of the two boards, and

WHEREAS the said section gives to such committee certain powers and
responsibilities as may be set forth in the agreement, and

WHEREAS the District and the Division wish to operate a high school
jointly in the Town of Bonnyville, Alberta, and to establish a
committee which will assume responsibility for the operation of a high
school which has already been established and which has operated under
the name of Bonnyville Centralized High School - Ecole Secondaire de
Bonnyville:

Now Therefore this Agreement Witnesseth that the Parties Hereto Agree
to the Following:

1. The high school shall continue to bear the name of Bonnyville
Centralized High School - Ecole Secondaire de Bonnyville, but in any
document the name Bonnyville Centralized High School or the name
Ecole Secondaire de Bonnyville shall be sufficient to identify the School.

2. a) The committee shall be comprised of six members, three of whom shall be nominated by the District and three by the Division.

b) Members of the Committee shall be named for terms of two years. Any vacancy occurring shall be filled as soon as possible by the nominating board for the unexpired term.

c) Members of the committee shall be electors of the District or of the Division and at least two thereof nominated by the District and by the Division shall be members of their respective boards.

3. a) The name of the Committee shall be, "The Bonnyville School District and the Bonnyville School Division Joint High School Committee";

b) The abbreviated name "Bonnyville Joint High School Committee" when used in any document shall mean the Committee named in clause a) hereof.

4. a) The Minister of Education, after consultation with the Committee, shall appoint as Chairman of the Committee some person who is not an elector of the District or the Division.

b) The appointment shall be for a period of one year, but the appointment, or any appointment of a successor, may be continued in effect at the request of the Committee until termination thereof is requested by the Committee.

c) The Chairman appointed hereunder shall preside at meetings of the Committee but shall not have a vote on any matter.

d) The Chairman shall in all respects except as provided in c) above perform the functions of the Chairman of a school board.

e) The Committee shall elect a vice-chairman who shall act as Chairman in the absence of the Chairman, to the extent of presiding at meetings and conveying decisions of the Committee to such persons as require to be informed thereof.

5. a) When the Committee ceases to have a chairman appointed by the Minister of Education it shall elect from its own membership a chairman and a vice-chairman.

b) The chairman and vice-chairman shall not both be electors of the District or of the Division at any one time.

c) The Chairman and the vice-chairman shall be elected annually at an organization meeting, the time of which shall be determined by the Committee.

c) If the office of the chairman or vice-chairman becomes vacant the Committee shall elect a successor to complete the unexpired term.

6. a) The District and the Division shall jointly make available to the Committee a school plant consisting of buildings and equipment.

b) When additional space, or renovations or repairs to the existing space, or additional equipment, or improvements to the grounds or services, are required, in the opinion of the Committee, it shall request them from the two Boards which shall jointly decide upon the extent to which they shall be provided, and proceed to make them available.

c) Notwithstanding b) above the Boards may approve in the annual budget of the Committee a sum of money which may be expended by the Committee for such purposes, without further consultation with the Boards.

7. The financial year of the Committee shall be the calendar year.

8. a) The Committee shall prepare not later than January 1 in each year of budget of its anticipated revenues and expenditures for that year, including the sum, if any, which must be supplied by the District and the Division in order to balance the budget.

b) A copy of the budget shall be supplied to each Board forthwith.

c) If either Board objects to the budget it may require that there be

resolving any disagreement. In the event that no agreement can be reached the matter shall be referred to the Minister for a binding arbitration.

9. a) Such sums as may be required to be provided to the Committee by the Boards shall be paid in the amount of 50% thereof by the District and 50% by the Division.

b) The provisions of a) above shall be in effect for a period of three years from the date hereof but after the expiration of two years either party may notify the other of its desire to have the terms thereof reconsidered. If no agreement is reached on the revision of the terms prior to the completion of the Committee's budget for the next ensuing year the matter shall be referred to the Minister for a binding arbitration.

10. a) The Committee shall not appoint a superintendent of schools. The principal of the school shall report directly to the Committee and shall attend all meetings thereof, unless excused.

b) The superintendent of schools of the District and the superintendent of schools of the Division together with the principal, who shall preside, shall constitute an Educational Advisory Committee. It shall be concerned with the program and the staffing of the school, and such other matters as may be referred to it by the Joint High School Committee. It shall meet at least four times a year, and shall meet at any time upon the request of one of its members. Its advice shall be given to the principal or to the Joint Committee as the case may require.

c) The two superintendents shall be entitled to attend meetings of the Joint Committee and to comment on business before it, but not to vote. They shall assist the committee as may be required.

11. In the event that the Committee shall be found liable for any suit brought against it the parties hereto shall be responsible for the

12. a) This Agreement shall remain in effect indefinitely, subject to such amendments as may be mutually agreed upon and approved by the Minister, unless terminated as provided herein.

b) If either party wishes to terminate the agreement it shall serve not less than two years notice upon the other party and the Minister of its intention so to do. If the termination cannot be achieved by agreement between the parties the matter shall be referred to the Minister who shall establish a committee of arbitration which shall render a binding decision, including the distribution of assets and liabilities, if such is required.

(Alternatively the provisions of The Arbitration Act may be employed.)

13. a) If a dispute arises within the Committee as to any matter coming within its jurisdiction which cannot be resolved, any three members thereof may require that the matter be referred to a joint meeting of the two Boards. If the two boards agree their decision shall be binding upon the Committee. If the Boards cannot agree the matter shall be referred to the Minister for an adjudication and decision, and such decision shall be binding upon the Committee and the Boards.

b) If a dispute arises between the parties to this agreement as to the interpretation thereof, or in respect of any action taken or not taken by one of the parties thereto, either party may apply to the Minister for an interpretation or decision in respect thereof and such interpretation or decision, shall be binding upon the parties.

MINISTERIAL ORDER

Pursuant to section 9 and section 10 of the Department of Education Act,
I hereby appoint Dr. W. H. Swift:

- A. To inquire into and report upon the following school matters in respect of the Bonnyville Centralized High School:
1. The events leading to the construction and operation of the said school,
 2. The relationship:
 - (a) between the Bonnyville School District No. 2665 and the Bonnyville School Division No. 46,
 - (b) between the said Boards and the said school,
 - (c) between the said Boards and the Department of Education and its officials,
 3. The recent and present management, administration and operation of the said school,
 4. Such other matters concerning the said school as may be deemed relevant by Dr. Swift,
- and to examine and inspect the financial, administrative and other matters connected with the management, administration and operation of the said Boards, as they relate to the said school.
- B. To inquire into and report upon the following other school matters in the Bonnyville School Division No. 46 and the Bonnyville School District No. 2665:

1. The extent to which the said Division and the District and other school systems are appropriate geographical units of school administration in the Bonnyville area generally,
2. The administration, management and operation of school bus transportation services,
3. The existing school facilities and the need, or otherwise, for further new school construction or additions to existing schools,
4. The need, or otherwise, for one or more tuition agreements between the said Division and District,
5. Such other matters concerning the said District and Division as may be deemed relevant by Dr. Swift,

and to examine and inspect the financial, administrative and all other matters connected with the management, administration and operation of the boards of said Division and District.

Dated at Edmonton, Alberta this 8 day of September, 1972.



Minister of Education

NOTICE OF PUBLIC HEARING

PURSUANT TO DEPARTMENT OF EDUCATION ACT

TAKE NOTICE that, by Ministerial Order dated September 8, 1972 pursuant to Sections 9 and 10 of the Department of Education Act, The Honourable Lou Hyndman, Minister of Education for the Province of Alberta, has appointed Dr. W.H. Swift to inquire into and report upon the following matters:-

"A. To inquire into and report upon the following school matters in respect of the Bonnyville Centralized High School:

1. The events leading to the construction and operation of the said school,
2. The relationship:
 - (a) between the Bonnyville School District No. 2665 and the Bonnyville School Division No. 46,
 - (b) between the said Boards and the said school,
 - (c) between the said Boards and the Department of Education and its officials,
3. The recent and present management, administration and operation of the said school,
4. Such other matters concerning the said school as may be deemed relevant by Dr. Swift,

and to examine and inspect the financial, administrative and other matters connected with the management, administration and operation of the said Boards, as they relate to the said school.

B. To inquire into and report upon the following other school matters in the Bonnyville School Division No. 46 and the Bonnyville School District No. 2665:

1. The extent to which the said Division and the District and other school systems are appropriate geographical units of school administration in the Bonnyville area generally,

2. The administration, management and operation of school bus transportation services,
 - 3 3. The existing school facilities and the need, or otherwise, for further new school construction or additions to existing schools,
 4. The need, or otherwise, for one or more tuition agreements between the said Division and District,
 5. Such other matters concerning the said District and Division as may be deemed relevant by Dr. Swift,
- and to examine and inspect the financial, administrative and all other matters connected with the management, administration and operation of the boards of said Division and District."

HEARINGS will be held in the Court Room in the Provincial Building in Bonnyville commencing on Tuesday, November 14, 1972 at 9:30 a.m. and will continue for such length of time as may be necessary to enable all interested parties to be heard.

ANY person or organization wishing to offer evidence or make a submission at the hearing relevant to the matters above mentioned, is requested to so notify Dr. Swift at the undernoted address by no later than Tuesday, November 7, 1972. Such notification should be accompanied by a brief summary of the points intended to be dealt with in the evidence or a copy of the submission as the case may be.

Commissioner - Dr. W.H. Swift
c/o Department of Education
Executive Building
Jasper Avenue and 109th Street
Edmonton, Alberta

John D. Hill
Counsel to the Inquiry

AGREEMENT made this 16th day of MARCH A.D. 1970

BETWEEN:

THE BOARD OF TRUSTEES OF BONNYVILLE
SCHOOL DIVISION NO. 46, a body
corporate (hereinafter referred to as
"the Bonnyville Division"),

- and -

THE BOARD OF TRUSTEES OF BONNYVILLE
SCHOOL DISTRICT NO. 2665, a body
corporate (hereinafter referred to as
"the Bonnyville District").

WHEREAS under the provisions of Section 176 of The School Act
(1955) and Section 90 of the Proposed School Act, Bill ³⁵~~33~~ and
any enabling legislation passed in substitution therefore, the
parties to this agreement (hereinafter collectively referred to
as "parties") have agreed to enter into an agreement to combine
into one operation the following two (2) high schools:

- (a) Notre Dame High School in the Town of Bonnyville
- (b) Fort Kent High School in the Hamlet of Fort Kent

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT THE PARTIES HERETO
AGREE TO THE FOLLOWING:

1. To combine and to operate jointly the following high
schools:

- (a) Notre Dame High School - now owned and operated
by the Bonnyville School District No. 2665
- (b) Fort Kent High School - now owned and operated
by the Bonnyville School Division No. ~~2665~~

The combined high school shall be known as the
"Bonnyville High School." It shall encompass
the present area covered by the Bonnyville School
District No. 2665 and the Duclos Protestant Separate
School District No. 2 and the surrounding area of the
Bonnyville Division which is currently being served
through the Fort Kent High School.

2. The parties agree to delegate unto a special committee
composed of members of both boards all and any of the duties.

powers and responsibilities conferred on them by The School Act (1955) and amendments thereto and legislation passed in substitution thereof except the powers to:

- (a) borrow money, or
- (b) pass a by-law

3. The parties agree that the special committee shall be composed of four members:

- (a) two trustees from the Bonnyville School Division No. 46, and
- (b) two trustees from the Bonnyville School District No. 2665.

4. No person shall be appointed to the special committee or retain a seat who is not a trustee of the Bonnyville School Division No. 46 or a trustee of the Bonnyville School District No. 2665.

5. At the annual organization meeting of the boards of Bonnyville School Division No. 46 and of the Bonnyville School District no. 2665:

- (a) the term of office for representatives on the special committee shall expire, and
- (b) each respective board shall appoint two trustees as members of the special committee
- (c) provided however, any appointment that becomes necessary pursuant to paragraphs 7, 9 and 10 of this agreement may be made at any duly constituted meeting of a Board.

6. A retiring member of the special committee, if duly qualified shall be eligible for reappointment to the special committee.

7. If any parties neglect at their annual organization meeting to appoint the required number of members to the special committee, they must do so as soon as possible thereafter at a subsequent meeting of the Board.

8. Any member of the special committee may resign at any time by giving written notice to the Board appointing him, and such resignation shall be effective on the date at which

9. Upon acceptance of a resignation by the party who has made the appointment as given under section eight hereof, it shall immediately, or at its next regular meeting, or at a subsequent meeting, appoint a successor who shall hold office in the place of and for the unexpired term of the retiring member of the special committee.
10. If a trustee who is appointed to the special committee shall cease for any reason whatsoever to be a member of the Board of Trustees of either board who has appointed him, he shall at the same time cease to be a member of the special committee and the Board of Trustees concerned with this appointment shall appoint a successor who shall hold office for the unexpired term of the retiring trustee.
11. Forthwith upon approval of this agreement by the parties hereto, each Board of Trustees shall appoint its required number of members to the special committee.
12. The first meeting of the special committee shall be held within thirty (30) days of formal approval of this agreement at such time and place as is mutually agreed upon.
13. An organization meeting of the special committee shall be held each year during the month of February at such time and place as may be fixed by mutual agreement of the committee members.
14. A chairman and a vice-chairman may be appointed from the members of the special committee, and the appointment of a chairman and a vice-chairman shall be at the pleasure of the special committee.

In the alternative (provided it is a unanimous decision) at the first meeting of the special committee, and at every organization meeting thereafter, a non-voting member may be selected who is not an appointed member of the special committee but who may be a high school inspector, preferably, having jurisdiction as a high school inspector in the Bonnyville area; or some such person appointed by the Department of Education.

15. Each party to this agreement shall make contributions for the operational expenditures of the Bonnyville High School in direct ratio of the enrollment from each school jurisdiction as determined under the "term returns" to establish claims under the School Foundation Program Fund and these funds are to be remitted to the joint committee of the said Bonnyville High School.

The amount of contribution by each party shall be increased by the share of the Bonnyville High School into the supplementary requisition made by each party on the tax collecting authorities. Such share shall be determined by negotiations between the special committee and the two boards which are parties to this agreement. The parties hereto shall endeavor to strike the same supplementary requisition.

16. All school grants obtained under the School Grants Act and regulations thereto and which are earned through the operation of the Bonnyville High School shall be remitted to the said Committee for the purpose of operating the said Bonnyville High School.

17. Each of the parties shall, as required by the application of The School Act, provide such conveyance for all students resident within its jurisdiction. Notwithstanding anything herein to the contrary contained, the special committee shall not be required to provide conveyance to and from school for students enrolled.

18. Capital expenditures that need be carried out on account of the Bonnyville High School shall be negotiated, determined and carried out by the two parties hereto in a separate agreement and any breach of this Agreement will necessitate the apportionment of the liabilities and assets between the parties through Departmental action which will be binding upon both parties.

19. The business of the committee shall be referred to the respective school board as often as is deemed necessary by the committee.

20. The committee shall prepare an annual operating budget for presentation and approval by both boards.
21. Any amendment to this agreement shall have approval of both boards.
22. This agreement shall be subject to the approval of the Minister.
23. In the event of a dispute, the matter shall be referred to the Minister for settlement and his decision shall be binding on both parties.

THE BOARD OF TRUSTEES OF BONNYVILLE SCHOOL DIVISION

NO. 46

P. H. H. H.

Chairman

H. H. H.
Secretary-Treasurer

THE BOARD OF TRUSTEES OF BONNYVILLE SCHOOL DISTRICT

NO. 2665

P. H. H. H.
Chairman

P. H. H. H.
Secretary-Treasurer

APPROVED

Robert Clark

The Honourable Robert Clark,
Minister of Education.

LB 2802.B7S9 c.2

Swift, William Herbert
Inquiry into school affairs
Bonnyville Area; report and
recommendations of inquirer

